

EASEMENT AGREEMENT

THIS INDENTURE, made and entered into on this 12<sup>th</sup> day of JANUARY, 1983, by and between J.D. LEEKE, 841 Town & Country Drive, of the County of DeSoto, City of Southaven and State of Mississippi, hereinafter referred to as "Grantor" and WENDY'S INTERNATIONAL, INC., an Ohio corporation, whose mailing address is 4288 West Dublin-Granville Road, P.O. Box 256, Dublin, Ohio 43017, hereinafter referred to as "Grantee";

WHEREAS, the Grantor is seized in fee simple and in exclusive possession of certain premises, said premises being located in the County of DeSoto, the State of Mississippi and being more fully described in Exhibit "B" attached hereto; and

WHEREAS, in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell and convey unto Grantee a perpetual, nonexclusive Ingress/Egress Easement and Sign Easement as described on Exhibit "A", attached hereto and made a part hereof, (hereinafter the "Easement Area") in, over, under and through the Easement Area for the purpose of the use, maintenance, repair, inspection and replacement of an existing pylon sign located thereon along with the installation, maintenance, repair, inspection and replacement of any utility lines which may, in the future, be installed for the purpose of servicing the Easement Area as described on Exhibit "A", together with the right of ingress and egress over the Easement Area insofar as is necessary to carry out the purposes of this Agreement.

To have and to hold the Easement Area and rights unto Grantee, its successors and assigns forever. Grantor, for itself and its successors and assigns, hereby warrants and covenants with Grantee, its successors and assigns, that Grantor is the true and lawful owner in fee simple of Grantor's property, and has good right and full power to grant and convey the Easement Area and rights herein granted, and that Grantor will warrant and defend the Easement Area and rights herein granted against all claims of all persons whomsoever.

All provisions of this Agreement, including the covenants, benefits and burdens, shall run with the land and be binding upon and enure to the heirs, executors, administrators, personal and/or legal representatives, successors, assigns and tenants of Grantor and Grantee. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantee is carried out.

The grantor covenants that the land described herein does not constitute homestead property.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

WITNESSES:

Sharon F. Shaw  
Phil B. Gardner

GRANTOR:

J. D. Leeke  
J.D. LEEKE

GRANTEE:

WENDY'S INTERNATIONAL, INC.

By: John W. Funk

Marilyn C. Bailey  
Louis C. Sewell

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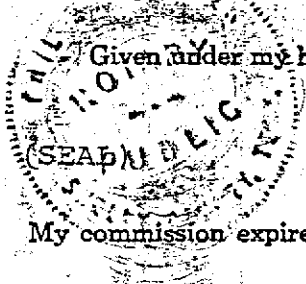
By: Jack Tucker  
LAW DEPARTMENT: [Signature]

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named J. D. LEEKE, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 26 day of JANUARY, 19 83.



Phil B. Gardner  
Notary Public

My commission expires: 3-3-85

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 12th day of January, 1983, before me personally appeared JOHN W. FUNK and JACK TUCKER, the SECRETARY and Staff Vice President, respectively, of Wendy's International, Inc., an Ohio corporation, who were known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged that they held the position or title set forth in the instrument and certificate, they signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



Marilyn C. Bailey  
Notary Public

MARILYN C. BAILEY  
NOTARY PUBLIC-STATE OF OHIO  
FRANKLIN COUNTY  
MY COMMISSION EXPIRES 1-2-88

## INGRESS-EGRESS AND SIGN EASEMENT

An Ingress-Egress and Sign Easement lying in the Southwest Quarter, Section 13, Township 1 South, Range 8 West, Desoto County, Mississippi and being more particularly described as follows:

Starting at the intersection of the Mississippi-Tennessee State Line and the West Right-of-Way of Santa Barbara Street, said intersection being the Point of Beginning, as shown on the Plat of Record filed in Plat Book 31, Page 46 in the Register's Office, Shelby County, Tennessee; thence, running in a southerly direction along the extension of the West Right-of-Way line of Santa Barbara Street for a distance of 20.0 feet to a point; thence, running in an easterly direction along a line parallel to the Mississippi-Tennessee State Line for approximately 180 feet to a point on the centerline of Old Hudgens Road; thence, running North 3 degrees 54 minutes 24 seconds West along the centerline extension of Old Hudgens Road for a distance of 20.0 feet to a point on the Mississippi-Tennessee State line; thence, running in a westerly direction along the Mississippi-Tennessee State line for a distance of 179.2 feet to the Point of Beginning, encompassing 0.08 acres, more or less.

## EXHIBIT "B"

Being survey of the Standard Oil Company of Kentucky property as described in General Warranty Deed Book 69, Page 56, and Warranty Deed Book 71, Page 96 both of record in the office of the Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

1.23 ACRE TRACT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1, RANGE 8 WEST

Commencing at the intersection of the north line of State Line Road with the east line of Southview Street and running thence North 00 degrees 32 minutes 49 seconds East with the east line of Southview Street (50 feet wide) a distance of 249.98 feet to the southwest corner of the Arthur E. Huggins and Bob Gray tract as described in book 75, Page 27; thence North 89 degrees 38 minutes 39 seconds East with the south line of said Huggins and Gray tract 214.27 feet to a iron pin found in the west line of the Edmondson Cemetery; thence South 00 degrees 34 minutes 32 seconds West with the west line of said Edmondson Cemetery 250.02 feet to a point in the north line of State Line Road; thence South 89 degrees 39 minutes 18 seconds West with the north line of State Line Road 214.14 feet to the point of beginning and containing 1.23 acres.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P.M. 31 day of Jan. 1983, and that the same has been recorded in Book 160 Page 279 records of Right-Of-Way Deed of said County.

Witness my hand seal this the 2 day of February 1983.  
 Fee \$5.50  
 H. H. Ferguson CLERK